

DECLARATION OF RESTRICTIONS AND REGULATIONS
RIVERS BEND ASSOCIATION
AMENDED, APRIL, 2006

ARTICLE I, DEFINITIONS

Section 1 The "Restrictions and Regulations" shall mean this instrument as from time to time amended.

Section 2 "Association" shall mean and refer to Rivers Bend Association, Incorporated, a Virginia corporation, its successors and assigns.

Section 3 "Common Area" shall mean all land together with improvements thereon owned or controlled by the Association currently or as may be conveyed in fee or by easement granted to the Association for the common use and enjoyment of the members of the Association. Certain common area set forth in Rivers Bend Estates is described and designated "Parcel (A)" as shown on the plat of Rivers Bend Estates as recorded prior to these Restrictions and Regulations in the Office of the Circuit Court Clerk of Northumberland County (the "Initial Plat"). The Boundary Line Adjustment and Merger Survey of the Common Area, Rivers Bend Association (the "Adjustment") amends and modifies the Initial Plat, and if there is any conflict between the Initial Plat and the Adjustment, the Adjustment shall control and govern.

Section 4 "Lot" shall mean and refer to any numbered plot of land shown upon the subdivision plat of Rivers Bend Estates recorded at the Office of the Circuit Court Clerk of Northumberland County, except as otherwise provided herein. This definition shall include a consolidated lot which refers to a parcel of land comprised of two (2) contiguous lots that are adjoining in such manner that they front onto and each face the same way onto the same street, for which the entire parcel shall support only one residence and shall be treated as a single lot for annual or special assessment purposes by the Association. Lots eligible for consolidation shall first be recorded as one lot in the land records of Northumberland County. Consolidated lots are not eligible for additional consolidation. Once the lots are consolidated they may not be subdivided.

Section 5 "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II
MEMBERSHIP

Every person or entity that is a record owner of a fee or undivided fee interest in any lot which is subject by "Restrictions and Regulations" of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities

who hold an interest merely as security for the performance of an obligation. No person, family, or group having a fee interest in any lot or lots shall have more than one membership. No lot, whether individual or consolidated, shall be the basis for more than one membership. Multiple record owners of a lot, while members individually, shall, in the aggregate total only one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership and membership shall terminate when ownership of such lot terminates.

ARTICLE III **VOTING RIGHTS**

A member shall be entitled to one vote for each lot in which they hold the interest required for membership by Article II. When more than one person holds a qualifying interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. The maximum number of votes for any member or groups of members holding qualifying interest in multiple lots shall be seven (7). Owners of consolidated lots are entitled to one vote only for said lot.

ARTICLE IV **PROPERTY RIGHTS**

Section 1 Member's Easement of Enjoyment Every member shall have a non-exclusive right and easement of enjoyment in and to the Common Area in common with other members and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of members;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and to suspend the right to use of the Common Area and any recreational facilities by a member, to the extent that access to the lot through the Common Area is not precluded and that the suspension shall not endanger health safety or property, for non payment of assessments which are more than sixty (60) days past due. Such suspensions shall be for a period not to exceed thirty (30) days for any infraction of its public rules and regulations;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility as provided elsewhere herein. Written notice of such proposed action shall be sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of the action.

(f) that the use of Common Area is in accordance with applicable law and the provisions of or actions taken pursuant to these "Restrictions and Regulations," the Articles of Incorporation, the Bylaws and duly adopted rules and regulations of the Board of Directors.

Section 2 Delegation of Use Any member may delegate, in accordance with the Articles of Incorporation and the By-Laws, his non-exclusive right, but not easement, of enjoyment in the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property. The right of enjoyment, so delegated, shall be subject to the same restrictions, limits and provisions to which a member's non-exclusive right of enjoyment is subject.

Section 3 Areas Reserved for Association Purposes Membership in the Association shall entitle members to use, in common with others, the Common Area, including all paths, open spaces, recreational areas, play grounds and all other facilities designated for use in common by all members of the Association.

ARTICLE V **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1 Creation of the Lien and Personal Obligation of Assessments Each owner of any lot within the properties, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be fixed established and collected from time to time as hereinafter provided, and (3) assessments to repay the Association for maintaining properties or lots that are not maintained by their owners. The annual assessments and special assessments, and assessments to reimburse the Association for maintaining properties, together with late charges, interest at the legal rate, all costs of collection and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late charges, interest at the legal rate, all costs of collection and reasonable attorney's fees shall also be the personal obligation of the person(s), who was the owner of such property at the time when the assessment fell due.

Section 2 Purpose of Assessments The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents/owners in the properties, and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area. The operation and management of the Association, and, without limitation, the cost of Association administration and management shall be purposes for which assessments may be used. The Association has a duty to maintain the Common Area in a reasonable manner as overseen and supervised by the Association's Board of Directors.

Section 3 Annual Assessments: It shall be the duty of the Board of Directors to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The annual assessments made against a particular lot shall not exceed a pro rata, uniform share of such expenses and debts in accordance with the annual budget which that lot shall bear in relation to all the other lots in Rivers Bend Estates. The charge against each lot shall become due and payable on such date or dates as determined by the Board of Directors.

The Board shall cause the budget and the assessments to be levied against each lot for the following year to be delivered to each member at least thirty (30) days prior to the Annual Meeting, and at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective for the following year upon the adoption of the budget by the Board of Directors. In the event the Board fails for any reason to establish the budget for the succeeding year, then and until such time as a budget shall be determined, as provided herein, the budget and related assessments in effect for the then current year shall continue for the succeeding year.

Section 4 Special Assessments for Capital Improvements In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including, but not limited to, fixtures and Association personal property related thereto. To become effective, any assessment shall require the assent of not less than sixty six and two-thirds percent (66 2/3%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. In such instances written notification of the meeting and of the proposed special assessment shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5 Uniform Rate of Assessment Every lot will be assessed at the same rate for both annual and special assessments. Consolidated lots, recognized by the Association as a single lot, will be assessed as a single lot.

Section 6 Quorum for any action authorized under Section 4 At a members meeting called as provided in Section 4 hereof, the presence at the meeting of members and/or proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not attained at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7 Date of Commencement of Annual Assessment The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period -- which is a calendar year. Written notice of the annual assessment shall be sent to every owner

subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand by a lot owner furnish a statement signed by an Officer of the Association stating whether the assessments on that owner's lot have been paid.

Section 8. Charges for Violations: In accordance with Section 55-513 of the Property Owners Act, the Board of Directors of the Association shall have the power to assess charges against any member for any violation of these "Restrictions and Regulations," or of rules duly adopted by the Board of Directors, for which the member or his family members, tenants, guests, or other invitees are responsible. Before such charges may be imposed, the Member shall be given the opportunity to be heard and to be represented by counsel before the Board of Directors. The amount of any charges so assessed shall not be limited to the expense or damage to the Association caused by the violation and shall be treated as an assessment against the member's lot. Additionally, the Board of Directors may adopt binding rules and regulations in the furtherance of, or pertaining to, charges to be levied for violations.

Section 9 Effect of Non-Payment of Assessment: Remedies of the Association: Any assessments which are not paid when due shall be delinquent. The Board of Directors may declare the entire balance of any assessments, when due as installments immediately due and payable upon delinquency. Any assessment delinquent for a period of more than thirty (30) days shall bear interest from the due date at the legal rate provided by the Code of Virginia. The Board of Directors may charge late charges to any delinquent assessment. All assessments, together with late charges, interest at the legal rate, costs of collection and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Each assessment, together with late charges, interest at the legal rate, costs of collection and reasonable attorney's fees shall be the personal obligation of the person who was the owner of the lot at the time the assessment(s) fell due. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, suspend use of the Common Areas so long as access to the member's lot through the Common Area is not precluded, may institute suit for personal judgment to collect such amounts, and may institute suit or otherwise act to foreclose its lien. The Association may avail itself of any and all remedies, said remedies being cumulative and not exclusive. Each owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien. No owner may waive or otherwise escape liability for assessments and other charges provided for herein by non-use of the Common Area or abandonment of his lot. No diminution or abatement of assessment shall exist by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under these "Restrictions and Regulations," the Articles of Incorporation or the Bylaws, or any order or directive of any municipal or other governmental authority.

Section 10 Exempt Property The following property subject to these "Restrictions and Regulations" shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by local public authority; (b) the Common Area.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1 Composition and Appointment: An Architectural Review Committee (hereinafter "ARC") shall be appointed by the Board of Directors. The ARC shall initially consist of three (3) members, but may thereafter be increased or decreased in size by the Board of Directors, from time to time, to not more than seven (7) members or less than three (3) members. Members of the ARC shall serve for a term of one (1) year, or until the successors are appointed and qualified, but not for more than three (3) consecutive years. Any vacancy in the membership of the ARC shall be filled by the Board of Directors for the remaining portion of the term of the originally appointed member. If any vacancy occurs, the remaining members of the ARC may continue to act until the vacancy has been filled. Any member may be removed with or without cause by the Board of Directors.

Section 2 Powers and Duties:

(a) The ARC shall serve as an architectural review board and regulate the external design, appearance and location on lots, of structures and objects so as to enforce the architectural provisions of these "Restrictions and Regulations," preserve and enhance values, and maintain a harmonious relationship among structures. The scope of ARC duties shall be subject to Board review and modification.

(b) Any decision or determination of the ARC may be appealed by the affected member to the Board of Directors.

Section 3 Submission of Plans to ARC for approval:

(a) No building, fence, wall, or improvement of any character shall be commenced, erected or maintained upon the properties, nor shall any exterior addition, change, or alteration be made until plans and specifications which at a minimum show the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing by the ARC. The plans and specifications shall be in whatever form and shall contain whatever information the ARC may reasonably require, but shall in all cases include all of the following:

- (a) A county-approved site plan showing the location of all proposed and existing structures on the lot;
- (b) Exterior elevations for the proposed structure;
- (c) Specifications of materials, color scheme and other details affecting the exterior appearance of the proposed structure; and
- (d) A description of the plans for grading.

Section 4 Approval of Plans and Specifications: Any approval or disapproval of a proposed action by the ARC shall be in writing. In denying any application, the ARC shall specify the reasons for the denial. The ARC may approve an application subject to whatever conditions and qualifications it or the Board deems appropriate to enforce the architectural provisions of these "Restrictions and Regulations" or other applicable Association instruments.

Section 5 Size: In no event shall any house have a foundation footprint, or if the living area is not at ground level, then a footprint for the living area, of less than 1000 square feet, excluding garage, carport, deck, porch, or any unheated areas. In addition, designated water view houses shall have a total minimum living area of 1200 square feet. This provision shall be applicable to those acquiring ownership of a lot while this provision is in effect.

Section 6 Set-Backs: Permanent Structures must be located according to the following set-backs: Ten (10) feet on each side, twenty-five (25) feet in the rear, and fifty feet from the middle of the road in the front. Non-permanent structures may not be located within the set-backs. Variances to set-backs must be applied for in writing and approved by the ARC and the Board of Directors. All non-permanent structures existing on April 3, 2006 are automatically approved.

Section 7 Failure of the ARC to act: If the ARC and/or the Board of Directors fails to act upon any written request submitted to it within thirty (30) days after submission, the request shall be deemed approved as submitted provided the conditions in Section 5 are met, and no further action by the ARC or the Board of Directors shall be required.

Section 8 ARC Procedures: ARC procedures, including, without limitation, the frequency of meetings, quorum and record-keeping requirements, shall be established and periodically reviewed and modified as appropriate by the Association's Board of Directors.

Section 9 Expenses of the ARC: The ARC may charge reasonable fees for the processing of any requests, plans, and specifications as approved by the Board of Directors. The Association shall pay all ordinary and necessary expenses of the ARC. However, no member of the ARC shall be paid any salary or receive any other form of compensation from the Association (except reimbursement for reasonable and necessary expenses incurred in connection with his service on the ARC).

Section 10 Right of Entry: Upon prior notice, except in emergency circumstances, the Association and the ARC through their authorized officers, employees and agents shall have the right to enter upon any lot at all reasonable times for the purpose of ascertaining whether the lot or any structure on it is in compliance with the provisions of these "Restrictions and Regulations" or the Association's Rules, Regulations and Architectural Guidelines.

ARTICLE VII **MAINTENANCE**

Section 1 Owner's Responsibility The owner of any lot shall maintain and keep in good repair, at his own expense, the lot owned by him, exclusive of the Common Area, including the exterior of any building or any other improvement erected on such lot. Additionally, such owner, at his own expense, shall cut, trim and maintain the grounds including the grass, lawn, ground covering, shrub or other plants. In the event such owner shall fail to discharge his aforesaid obligations in a manner satisfactory to the Board of Directors of the Association following the giving of written notification of required maintenance

and a reasonable date certain for completion, the Board shall have the right after the thirty (30) days, through its agents and employees, to enter upon said lot and maintain, repair and restore such portion of said lot, including the exterior of any building or other improvement erected thereon, and including right to cut, trim and maintain the grounds including the grass, lawn, ground covering, shrub or other plantings thereon. The cost of same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject.

Section 2 Association's Obligations It shall be the duty of the Association to maintain, keep in good repair the Common Area and facilities for the common use and benefit of its members, including the obligation to maintain repair and restore roads until taken in by Virginia Department of Highways. The cost of same shall be paid by the Association from assessments and charges referred to in Article V hereto. The Association shall maintain and protect the shore line to the best of its ability. The referenced maintenance shall occur under the reasonable supervision of the Association's Board of Directors.

ARTICLE VIII **USE RESTRICTIONS**

All of said properties shall be subject to the following protective Use Restrictions:

Section 1 No Lot shall be used except for residential purposes or for purposes incidental or accessory thereto.

Section 2 No trailer, boat, boat house, mobile home, recreational vehicle, tent or temporary structure shall be used as a dwelling, or otherwise occupied or maintained on a temporary or permanent basis on an undeveloped lot.

Resident owners of recreational vehicles may store one (1) such vehicle on their own, improved property. Such recreational vehicles, as well as trailers, trailered boats, boats, personal watercraft, or other watercraft, shall not be stored in an area exposed to view from any other lot in Rivers Bend.

Resident's vehicles shall be parked in their garage or driveway.

Temporary occupation [not to exceed ten (10) days] of recreational vehicles by visitors is permissible if the vehicle is parked on a resident's improved property.

Section 3 No clothing, laundry or wash shall be aired or dried on any lot in an area exposed to view from any other lot in the properties. Drying areas will be permitted only in the rear yard of the lot exclusive of the Common Area.

Section 4 No sign of any kind larger than one square foot shall be displayed to the public view on any lot, except temporary signs not more than five (5) square feet advertising the lot for sale or rent or required in connection with construction. Advertising sign shall be removed within 72 hours of execution of a contract for sale or rent.

Section 5 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pet may be kept, provided that they are not raised bred or kept for any commercial purpose. The keeping and maintenance of permitted pets shall be in accordance with all applicable laws, these "Restrictions and Regulations," The Articles of Incorporation, the Bylaws, and rules and regulations of the Board of Directors.

Section 6 No building, structure, or other improvement whose plans and specifications have been approved initially by the Architectural Committee or the Board of Directors of the Association shall be used for any purpose other than that for which such building, structure or other improvement was originally designed, without the approval of the Architectural Committee or the Board of Directors of the Association.

Section 7 The owner shall not erect any building, structure, vegetation, nor any other improvement within the Common Area which shall obstruct free passage across any part of the Common Area.

Section 8 No noxious or offensive activity shall be carried on upon any portion of the properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 9 Owner shall not place or store any material or refuse exposed to view anywhere on the properties except where designated for trash pick-up.

ARTICLE IX **EASEMENTS AND RESERVATIONS**

Section 1 Private owners may grant easements on their own property, and the Board of Directors, on behalf of the Association, may grant easements on its property; each for the installation, repair and maintenance of underground or above ground utilities, supply and transmission lines, sewer, water drainage facilities, and other services such as cable TV, including the right to ingress or egress. Individual owners may require the public or private utility to repair any damage resulting from such installation, repair or maintenance to their property.

The Association may require the public or private utility to repair any damage resulting from such installation, repair or maintenance to its property.

Section 2 All lots designated in the Northumberland County tax records as "water view with direct access" shall enjoy the right to construct boat landing facilities along the shore line adjacent to their property, where possible, subject to all required governmental agency approvals and the approval of the Board of Directors. Access walkways, utility lines servicing such boat landing facilities, or other structures shall not obstruct free passage across all of the Common Area. Consolidated lots, designated in the Northumberland County tax records as "water view with direct access" shall enjoy the right to construct only one (1) boat landing facility.

ARTICLE X
DURATION, AMENDMENT AND ENFORCEMENT
OF PROTECTIVE COVENANTS

Section 1 The protective covenants, restrictions, easements, conditions, liens, charges and reservations contained in these "Restrictions and Regulations" shall be construed as covenants real and running with the land and shall inure to the benefit of and shall be enforceable by the Association and the owner of any lot by actions at law or by suits in equity, or any other remedy available, and failure by any person or organization to enforce same shall in no event be deemed a waiver by that or any other person or organization of its rights to hereafter enforce the same, nor shall any liability attach to the Association or any other person or organization for failure to enforce such "Restrictions and Regulations."

Section 2 Upon owner's violation of any protective covenant, restriction, easement, condition, or reservation contained herein, the Association, and/or any other owner, in addition to all other remedies, may seek an order from a Court of competent jurisdiction permitting it to enter upon the portion of the properties upon or as to which such violation exists, and summarily abate or remove the same, using such force as may be reasonably necessary.

Section 3. Invalidation of any one of these covenants, restrictions, easements, conditions, liens, charges and reservations by judgment or Court Order shall in no wise affect any other provision which shall remain in full force and effect.

Section 4. These "Restrictions and Regulations" shall amend and supersede all prior Association Restrictions and Regulations and all prior Association Declarations, including but not limited to the "Restrictions and Regulations" recorded in Deed Book 456, Page 402 et seq., among the land records of Northumberland County, Virginia, and shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the owner of any lot subject to these "Restrictions and Regulations," their respective legal representatives, heirs, successors and assigns, for a term of ten (10) years from the date this amendment to these "Restrictions and Regulations" are recorded, after which time the same shall be automatically extended indefinitely for successive periods of ten (10) years. The covenants, restrictions, easements, conditions, liens, charges and reservations of these "Restrictions and Regulations" may be amended during the first ten (10) year period by approval of such amendment at a proper meeting of the membership by at least sixty-six and two-thirds percent (66 2/3%) of the total membership by votes cast in person or by proxy pursuant to Article III, and after the expiration of the first ten-year period by approval at a proper meeting of the membership by greater than fifty percent (50%) of the total membership by votes cast in person or by proxy pursuant to Article III. Any amendment of these "Restrictions and Regulations" shall not be effective until a written instrument setting forth the amendment and identifying approval by the required vote of the membership is recorded in the office of the Circuit Court Clerk of Northumberland County.

BOOK 633 PAGE 686

Section 5 Approval This instrument has been approved by not less than sixty-six and two-thirds percent (66 2/3%) of the total membership Rivers Bend Association, as evidenced by the endorsement of this instrument by the Association's President.

Section 6 Effective Date This Declaration and its provisions shall become effective on the date of its recording in the Office of the Circuit Court Clerk of Northumberland County, Virginia.

In witness whereof, Rivers Bend Association, Incorporated has caused this Declaration of "Restrictions and Regulations," Rivers Bend Association (Amended 2005) to be signed by

Joel A. Stubbs, President of Rivers Bend Association, Incorporated,

this 3 Day of April, 2006.

COMMONWEALTH OF VIRGINIA)
COUNTY OF NORTHUMBERLAND) TO WIT:

I the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that Joel Stubbs, as President and Director of Rivers Bend Association, Incorporated whose name is signed to the foregoing instrument bearing date of April 3rd, 2006 has this day appeared before me and acknowledged the same.

Given under my hand this 3rd of April, 2006.

Notary Public

My Commission Expires: 5-31-2008

[Signature]



VIRGINIA:

In the Clerk's Office of the Circuit Court of Northumberland County April 3, 2006, the foregoing instrument was this day presented and with certificate annexed, admitted to record at 13:25 M. after payment of \$ 0- State Tax \$ 0- Local Tax and \$ 0- imposed by Section 58-54.1.

for Plats See Plat Cabinet 2

slides 139-A, 140, 140-A,

141, 141-A, 142

Testa:

Angela W. Sadlock, Deputy Clerk